


problems. The billing system enhancements that have already been made fully allow CLECs to provide appropriate billing to their end users.

I hereby swear that the foregoing is true and correct to the best of my information and belief.



David L. Hollett

Sr. Director-Customer Billing
Services,

BellSouth Telecommunications,
Inc.

Subscribed and sworn to before me this 17th
day of December, 1997.

Rita R. Banwell

Notary Public

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

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**Application by BellSouth Corporation
for Provision of In-Region, InterLATA
Services in Louisiana**

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CC Docket No. 97-231

AFFIDAVIT OF VICTOR E. JARVIS

Victor E. Jarvis, being duly sworn, deposes and says:

1. My name is Victor E. Jarvis. I filed an affidavit as part of the original filing in this docket before the Commission. The purpose of my affidavit is to reply to comments filed related to my original affidavit in this proceeding. In particular, I respond to the comments of MCI (pp. 70-77, 78-79) and AT&T (pp. 70-78).

**I. BELLSOUTH HAS INSTITUTED PRACTICES TO PROTECT AGAINST
SECTION 272 VIOLATIONS**

2. AT&T Asserts that BellSouth has not instituted internal procedures or practices to protect against violations of Section 272. This assertion is incorrect. Both my original affidavit and the affidavit of Guy L. Cochran detail safeguards that ensure compliance with all Commission rules. Also, as explained by Mr. Cochran, because Section 271 approval has yet to be obtained, Section 272 compliance is not yet applicable.
3. In addition, I noted in my original affidavit that all BSLD employees would be given explanatory materials and informed of the requirements of Section 272 and its related regulations. The BSLD Legal Department has conducted small group education sessions attended by every BSLD employee. In those sessions, BSLD employees were again informed of the requirements and provisions with

explanatory materials. These sessions supplemented previous training provided by the Legal Department.

II. FURTHER INFORMATION ON SPECIFIC TRANSACTIONS

4. MCI asserts that there are unexplained discrepancies between our South Carolina and Louisiana application. MCI cites the fact that there was no increase in the amounts paid by BSLD to BST between July 31, 1997 and August 31, 1997 for initial planning services, collocation rights and mail services. MCI speculates that there was a failure of billing by BST or a failure of BSLD's disclosure process. Neither speculation is correct. MCI ignores the most obvious (and correct) answer, which is that BST did not provide BSLD with any of the referenced services in August 1997.
5. MCI also questions the fact that BSLD was investigating bills totaling \$44,500. BSLD is diligent in ascertaining that BST's bills reflect correct amounts for services rendered. BSLD did not want to report a transaction incorrectly, and at the time of my original affidavit BSLD could not verify that this amount had been correctly billed. Since my original affidavit, BSLD has determined that the charges were valid. The breakdown of the \$44,500 was as follows: \$19,800 was for project management associated with the potential trouble reporting service and \$24,700 was associated with end-to-end testing.
6. MCI also claims that BellSouth has not demonstrated compliance with respect to its official services network, although it concedes that BellSouth has stated it will comply with the relevant sections of the law regarding such facilities. BSLD has not sought transfer or use of the official services network and BST has not transferred any such assets to BSLD or provided them to BSLD for its services. As Mr. Varner's affidavit on behalf of BellSouth explains, BST, to the extent that it provides interLATA or intraLATA facilities, or services to BSLD, it will make such services or facilities available to all carriers at the same rates and on the same terms and conditions.
7. BSLD has structured its workforce to be a successful competitor. It has not, as MCI seems to suggest, structured its workforce to obtain proprietary information from

BST. Slightly more than half of BSLD's employees come from the IXC industry, and less than a third come from traditional local telephone operations. Like any start-up that seeks to be successful in the marketplace, BSLD has hired employees whose education, training, experience, and skill sets can be teamed to provide satisfactory customer service.

III. AT&T'S ATTEMPT TO EXPAND THE REQUIREMENTS OF THE STATUTE

8. AT&T affiant McFarland sets forth an extensive list of the manner in which AT&T reads Section 272. The McFarland listing is found nowhere in the statute or the rules adopted by the Commission under Section 272.
9. The McFarland affidavit, at paragraph 17, alleges the absence of specific evidence AT&T would like to have. The evidence AT&T would like to have is listed in paragraph 16 of the affidavit and includes financial reports of BellSouth and BSLD, terms of transactions, the extent to which BellSouth employees were used in planning, construction, or maintenance of BSLD's network, and the nature and extent of funding of BSLD.
10. AT&T or its counsel have had access to all or nearly all of the evidence AT&T says it would like to have. BellSouth financial reports are publicly available documents filed with the Securities Exchange Commission. The transactions and executed agreements of BST and BSLD have been made available to AT&T. At the hearing before the Louisiana Public Service Commission, AT&T asked BSLD's witness about BSLD funding and was informed that BellSouth Corporation is the source of such funding. Application, Appendix c-1, Vol. 8, p. 1243. And, subject to the terms of a standard confidentiality agreement that limits access to AT&T representatives with a need to know, AT&T has seen BSLD financial reports.
11. At this time, BSLD's network consists of services provided over the facilities of other carriers. Those carriers plan, construct and maintain their facilities. BSLD's "planning, construction and maintenance" consists of procuring and coordinating the services of the other carriers to provide its services. BSLD employees are the only BellSouth employees that perform the procuring and coordinating functions.

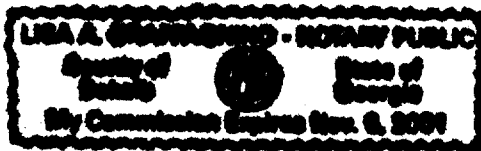
This concludes my affidavit.

V.E. Jarvis
Victor E. Jarvis

STATE OF Georgia)
COUNTY OF DeKalb)

Subscribed and sworn before me, the undersigned authority, on this 17th day of December, 1997.

Isabel Grady
NOTARY PUBLIC



In the Matter of)
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Application of BellSouth) Docket No. _____
Corporation to Provide)
In-Region, InterLATA Long)
Distance Services Under)
Section 271 of the)
Telecommunications Act of 1996)

W. Keith Milner, being duly sworn, deposes and says:

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2. Sprint claims that BellSouth uses unfounded claims of technical infeasibility to deny requests for interconnection and unbundling arrangements. (Sprint Petition to Deny at pages 56-58.) As its support, Sprint lists several issues, each of which has already been addressed during formal arbitration proceedings between BellSouth and various CLECs throughout BellSouth's nine state region. These issues were thoroughly evaluated by the State Public Service Commissions: various parties presented direct and rebuttal testimony, hearings were held and the Public Service Commissions reached their conclusions. Sprint simply seeks to undo the decisions previously reached and reopen the State proceedings before this Commission. BellSouth is abiding by the State rulings, and suggests that Sprint should do likewise.
3. KMC claims that the collocation process typically has taken three to four months to negotiate and complete a given physical collocation arrangement. (KMC Telecom Comments at page 10; Walker Collocation Affidavit at paragraph 10.) Obviously, each of BellSouth's central offices presents a unique set of circumstances such as available space for collocation, amount of physical construction required, the complexity of the permitting process in a given municipality, and the adequacy of existing power equipment and heating and air conditioning facilities. All of these factors and others contribute to the overall time required to prepare a collocation arrangement for a CLEC. KMC apparently believes that its collocation arrangements must be negotiated and completed "one after another." To the contrary, BellSouth is ready and willing to have collocation arrangements in progress for KMC concurrently as BellSouth has done for other CLECs. KMC may resolve its concern simply by identifying to BellSouth all of the physical collocation arrangements it requires. KMC asserts that the proliferation of collocation arrangements will cause an increase in floorspace shortages within BellSouth's central

offices. (KMC Comments at page 9.) While there may sometimes be isolated cases of floorspace shortages, this is not an artifact of local competition. Despite KMC's claims to the contrary, adequate space for collocation exists in all of BellSouth's central offices in Louisiana. Further, BellSouth at present has no petitions to the Federal Communications Commission for collocation waiver in Louisiana.

4. ACSI and ALTS claim that BellSouth is unable to provide virtual collocation as ACSI requested. (ACSI Comments at page 45; Comments of ALTS at page 23.) ACSI denies neither that its request required BellSouth to add capacity to its Main Distribution Frame (MDF) in the case ACSI cites, nor that such an addition is a complicated, time consuming process. Instead, ACSI simply complains that it ought not to be required to wait for such additional facilities to be constructed. BellSouth made available to ACSI the existing capacity for virtual collocation and has used its best efforts to add capacity to the MDF in order to fulfill the remainder of ACSI's original request.
5. AT&T and ALTS attempt to fault BellSouth for not providing unbundled loops to CLECs in Louisiana. (AT&T Comments at page 81, ALTS Comments at page 22.) These complaints ignore two important points: (1) BellSouth can only provide unbundled loops if a CLEC requests them, which to date no CLEC has done in Louisiana and; (2) BellSouth uses the same processes for providing unbundled loops in all nine states in its region, so BellSouth's provision of unbundled loops to a CLEC in one state is evidence that it can provide unbundled loops to any CLEC in any of its nine states. As of October 31, 1997, BellSouth had provided a total of 7,021 unbundled loops to CLECs in the nine state region.

6. ACSI claims that BellSouth is incapable of providing unbundled loops reliably and that once service is established, it is sometimes improperly provisioned or disrupted without warning or explanation. (ACSI Comments at pages 24 and 28.) ACSI mis-characterizes BellSouth's assertion that it has completed loop cutovers in the time interval required by the interconnection agreement between BellSouth and ACSI. As I stated in my original affidavit at paragraph 45, BellSouth conducted a study of its cutover results for ACSI in Georgia. As of June 20, 1997, BellSouth had provisioned 325 loops to ACSI in Georgia. Of these, 318 loops (98%) were cutover within 15 minutes. ACSI also discusses other problems encountered, for the most part during late 1996 and early 1997, such as "static, noise and clicking." As was discussed in my original affidavit, these problems have been addressed and resolved. Sprint claims that it has experienced problems with the cutover process for unbundled loops. (Comments of Sprint at page 32.) Sprint has also made substantially the same complaint against BellSouth before the Florida Public Service Commission and that proceeding is still pending (Docket 971314-TP). I addressed this topic extensively in my original affidavit beginning at paragraph 46. Apart from isolated cases of human error, past problems fall into the following three categories: (1) incorrect loop design specifications which resulted in low transmission levels or noise on customer circuits; (2) lack of proper coordination between work activities removing the customer's loop from the BellSouth switch and reconnecting the customer's loop to the CLEC's switch, and (3) improper changes to a switch memory setting referred to as a Simulated Facilities Group (SFG).

Each of these three problems has been addressed and corrected as discussed in my original affidavit.

7. As to the assertion that once an unbundled network element has been provided to the CLEC, it is sometimes improperly provisioned or disrupted without warning or explanation, I addressed this problem in my original affidavit at paragraph 47. A very few customer loops in Georgia (less than ten) had an incorrect technical design specification which inserted transmission loss into the circuit. This additional loss caused low transmission levels (low volume) and noise on the customer's loops. The corrective action taken by BellSouth was to redesign the loop specifications to eliminate the inserted loss. This loop specification became the BellSouth standard used in all nine BellSouth states including Louisiana. No further customer problems of this type have occurred, although BellSouth has since provided thousands of unbundled loops to CLECs.
8. AT&T, ACSI, Sprint and ALTS complain that some CLEC customers experience disconnection of service when changing local service providers. (AT&T Comments at pages 15-17; ACSI Comments at pages 25-26; Closz Affidavit on behalf of Sprint at paragraph 59; ALTS Comments at page 22.) Whether such disconnection of service is required is determined by the CLEC. If the CLEC utilizes unbundled network elements, obtained from BellSouth, to provide local service to an end user currently served by BellSouth's retail local service, disconnection of service is necessary to fill the CLEC's order. During the process of loop conversions from BellSouth to a CLEC, the customer loop is physically removed from the BellSouth switch and then reconnected to the CLEC switch. This step is necessary in order to effect the conversion

and does not produce lengthy interruptions of end user service. The CLEC can, moreover, reduce the outage period by electing to have BellSouth provide manual order conversion. Standard order coordination for Service Level 1 ("SL1") is "mechanized" order coordination such that a CLEC can specify one of three conversion windows for orders to be worked (converting from BellSouth's local exchange service to a CLEC's service using an unbundled loop). For example, the three conversion windows might be 10 a.m., 2 p.m. and 5 p.m. At each of these times, BellSouth's automated systems would begin to convert orders for which that conversion time has been selected, and they will continue conversions until all orders are completed. It is possible that an existing customer could be out of service for a period of 15 minutes to one hour while the orders are being worked in the systems. If the CLEC desires a "manual order conversion" to reduce the outage period to less than 15 minutes, BellSouth will notify the CLEC of the conversion time and will perform the work within a 15 minute timeframe. This manual conversion will be performed at an incremental charge as noted in the Statement. Service Level 2 ("SL2") includes the manual order coordination as part of the basic service. There is also an optional "order coordination for specified conversion time" available on both SL1 and SL2 as well as other loop types. This option allows a CLEC to request a specific conversion time and BellSouth will make every effort to accommodate the request.

9. In addition to these arrangements to reduce outage time, a CLEC could request arrangements that virtually eliminate outage time. For example, the CLEC could resell BellSouth's service until the CLEC has assembled the unbundled elements. Then, the CLEC could simply disconnect the BellSouth service. In addition, the CLEC could request arrangements that give the customer dual service from the CLEC and BellSouth until the

CLEC has assembled the network elements and then have the BellSouth service disconnected. The degree of any service outage is therefore under the control of the CLEC.

10. In paragraph 46 of my original affidavit, I discussed some loop cutover problems which occurred mostly in late 1996 and very early in 1997. These problems extended the time during which a loop could not be used by the end user during the cutover period. As explained in my initial affidavit, corrective action was taken by BellSouth. Since this corrective action was put in place early in 1997, no additional problems of this type have occurred.
11. WorldCom claims that BellSouth has not been completing cutovers of some loops within 15 minutes, as required by the interconnection agreement between WorldCom and BellSouth. (Affidavit of Ball on behalf of WorldCom, page 18). BellSouth does not maintain data specifically for WorldCom orders. However, as explained in paragraph 41 of my original affidavit, BellSouth's loop cutover process has been shown to deliver a very high level of on-time performance. This is an issue that WorldCom could raise with the state commission if it truly believes BellSouth is not in compliance with the parties' agreement.
12. Intermedia claims that it took BellSouth six weeks to provide a DS-1 circuit ordered by Intermedia in May, 1997, while a BellSouth retail customer obtains the same service in one or two weeks. (Comments of Intermedia, page 22.) DS-1 service is a high capacity digital transmission facility capable of handling 24 simultaneous voice grade calls. In some cases, special facilities are required while in other cases existing facilities must be adapted to provide this service. It is therefore not at all uncommon for provisioning intervals to be longer than one or two weeks for BellSouth's

retail customers (or BellSouth's wholesale customers), especially if new outside plant facilities are required. Further, Intermedia has cited only a single incident of supposed delay despite the fact that BellSouth has successfully provisioned thousands of DS-1 facilities to interexchange customers and others without incident or customer complaints.

13. Sprint, WorldCom and ACSI have claimed that BellSouth fails to properly coordinate Interim Number Portability (INP) with loop cutovers and that BellSouth fails to provide INP on a timely basis. (Closz Affidavit on behalf of Sprint at paragraph 59, and Comments of ACSI, pages 25-32, Ball Declaration on behalf of WorldCom, paragraphs 19-21.) As explained in paragraph 50 of my original affidavit, BellSouth has solved this problem both by providing special training to BellSouth's technicians who make changes to the Simulated Facilities Group (SFG) and by creating an on-line reminder that informs the BellSouth technician of the critical nature of the SFG translation and requests the technician to positively affirm his or her intention to proceed with a change to the SFG.
14. MCI claims that BellSouth's Statement of Generally Available Terms and Conditions (SGAT) makes no commitment to coordinate loop cutovers and INP. (Comments of MCI Telecommunications Corporation, page 66; Declaration of Marcel Henry on behalf of MCI at paragraph 50.) In fact, provisions for ordering INP and coordination with loop cutovers are set out in Section XI of BellSouth's SGAT. Detailed guidelines for the provision of number portability are set out in Attachment G to the SGAT. Detailed guidelines for ordering number portability are set out in BellSouth's CLEC Ordering Guide, Section XV.
15. WorldCom claims that one of its business customers experienced repeated outages during April, 1997, due to outages at a distribution

frame in BellSouth's central office. (Affidavit of Ball on behalf of WorldCom, page 22 and Exhibit B.) BellSouth can neither confirm nor deny WorldCom's assertion given the vague reference provided. In this instance, WorldCom provides only that some WorldCom customer experienced service problems during April, 1997. WorldCom provides no other substantive information. In order for BellSouth to conduct a meaningful analysis of WorldCom's claims, BellSouth expects that, at a minimum, WorldCom would provide the date, Purchase Order Number and name of the customer for the alleged incident.

16. Sprint claims that BellSouth delayed completion of Sprint's orders for unbundled loops because of BellSouth's concern for re-use of its facilities. (Closz Affidavit on behalf of Sprint, paragraph 69.) The examples cited involve the use of a technology referred to as Integrated Digital Loop Carrier (IDLC). The issue of providing unbundled loops where such loops are served by IDLC was the topic of arbitration between BellSouth and certain CLECs in all nine states of BellSouth's region. The outcome of those arbitrations was a requirement that BellSouth provide unbundled loops in one of two ways where such loops are served by IDLC: (1) where copper pairs are available, remove the loop from the IDLC equipment and connect it to the copper pairs such that the unbundled loop may be provided to the CLEC at the BellSouth central office and; (2) where Next Generation Digital Loop Carrier (NGDLC) equipment is available, remove the loop from the IDLC equipment and connect it to the NGDLC equipment such that the unbundled loop may be provided to the CLEC at the BellSouth central office. Sprint apparently wishes to reopen the issue of loop unbundling here, despite the fact that this issue was the topic of arbitration. BellSouth stands ready to provide unbundled loops served by IDLC by the two methods discussed above.

17. Intermedia claims that BellSouth will not provide the loops Intermedia requested to provide its Frame Relay service. (Comments of Intermedia, page 7.) In my original affidavit at paragraph 42, I discussed this topic. As I explained, BellSouth has met Intermedia's needs on an interim basis by giving Intermedia a credit for the difference between the rate for Digital Data Access Service (DDAS) and the rate for similar unbundled loops and unbundled transport such that Intermedia effectively pays BellSouth only for the equivalent of the required unbundled network elements.

18. BellSouth and Intermedia also have determined and agreed to loop types and sub-loop elements required for Intermedia to provide its Frame Relay service and BellSouth stands ready to provide those items to Intermedia upon request. On March 17, 1997, BellSouth provided descriptions and drawings to Intermedia depicting the unbundled network elements required. These unbundled network elements for Frame Relay service provided from Intermedia's switch include the following:

- DS0 loop
- DS1 loop
- Interoffice transport
- Cross-connections within the BellSouth central office
- Loop concentration within the BellSouth central office

BellSouth sent a proposed contract amendment to Intermedia on or about March 24, 1997, which included the offer of these unbundled network elements plus proposed prices for each element. To my knowledge, Intermedia has yet to sign the proposed amendment to the interconnection agreement. Thus, contrary to Intermedia's assertion that it has taken BellSouth over fifteen (15) months to provide Intermedia with its requested UNEs, it is Intermedia's refusal to sign the proposed

amendment, or even to suggest changes to that proposed amendment, that is the source of Intermedia's frustration.

19. MCI claims that BellSouth has failed to show that it can provide unbundled local transport to CLECs in a timely and nondiscriminatory manner. (Affidavit of Marcel Henry on behalf of MCI, paragraph 40.) Mr. Henry acknowledges that BellSouth has already provided unbundled local transport in Louisiana, but he claims only ten dedicated trunks have been provided in South Carolina [sic]. Contrary to Mr. Henry's assertion, BellSouth has also provided a total of 22 unbundled dedicated local transport trunks to CLECs in Louisiana as of September 30, 1997, and a total of 961 dedicated unbundled local transport trunks to CLECs in BellSouth's nine-state region as of that same date. This data was given in my initial affidavit, at paragraph 51.
20. MCI and AT&T claim that BellSouth's SGAT does not provide sufficient information to determine if BellSouth can provide unbundled local switching. (AT&T Comments at page 10; Affidavit of Marcel Henry on behalf of MCI, paragraph 41.) Here again, Mr. Henry verifies that BellSouth is able to and is currently providing unbundled local switching when he states ". . . BellSouth has provided twenty-one unbundled switch ports in other states in its region."
21. CLECs can obtain access to and combine unbundled network elements through the use of a collocation arrangement. Such combining of unbundled network elements by the CLEC may also include equipment or facilities which the CLEC provides for itself. BellSouth will extend unbundled network elements to a CLEC's physical collocation arrangement and will terminate those unbundled network elements in such a way as to allow the CLEC to provide any cross connections or

other required wiring within the collocation arrangement in order to effect the combination. An example of how a CLEC might combine individual unbundled network elements is the combination of an unbundled loop with an unbundled switch port. Both the loop and the switch port are normally terminated on the Main Distributing Frame (MDF) within the BellSouth central office. Upon request of the CLEC, BellSouth will wire the loop from the MDF to the CLEC's collocation arrangement. BellSouth will also wire the switch port from the MDF to the collocation arrangement. The CLEC may then combine any unbundled loop it has acquired from BellSouth with any unbundled switch port it has acquired from BellSouth, subject to the technical parameters of the loop and the port. By technical parameter, I refer to the characteristics and functionality provided by given unbundled network elements. For example, a two-wire analog unbundled loop will normally be combined with a two-wire unbundled switch port. The CLEC is responsible for making any necessary cross connections within the physical collocation arrangement. Other UNEs which the CLEC acquires from BellSouth may be combined by the CLEC in like manner.

22. AT&T claims that BellSouth refused to process AT&T's orders for 900 Number Blocking in Kentucky. (Affidavit of James Tamplin on behalf of AT&T, paragraph 42.) AT&T requested that BellSouth provide call blocking of 900 calls as a "stand alone" feature. BellSouth offers to block calls to 900 numbers and 976 numbers upon request of BellSouth's retail customers and this service is available to CLECs in Section XIV of BellSouth's SGAT. BellSouth is, in addition, working with AT&T to develop a new, "stand alone" capability for blocking of only calls to 900 numbers to meet AT&T's specific requirements. Indeed, on November 3, 1997, BellSouth offered AT&T a proposed way of providing the service it requested.

23. AT&T claims that BellSouth refused to process AT&T's orders for Call Hold in Kentucky. (Affidavit of James Tamplin on behalf of AT&T, page 36.) Here again, AT&T requested that BellSouth provide Call Hold as a "stand alone" feature independent of the User Transfer feature. Feature interaction is a function of the switch software provided by the manufacturer and BellSouth cannot make any changes unilaterally. Feature interactions between the Call Hold and User Transfer features must be examined in order to determine the technical feasibility of such a "stand alone" feature for Call Hold. On November 3, 1997, BellSouth therefore responded to AT&T's request by stating that AT&T could issue a Bona Fide Request for such a "stand alone" Call Hold feature capability. To date, AT&T has not made such a Bona Fide Request.
24. MCI claims that BellSouth does not offer trunk ports as a separate unbundled network element, apart from switching capability, and that this prevents MCI from using unbundled local transport. (Affidavit of Marcel Henry on behalf of MCI, paragraph 65.) Modern switching systems are highly complicated with many interrelated component parts. Many of these components, such as trunk ports, would provide no useful functionality by themselves. Therefore, defining new unbundled network elements such as "trunk ports" would serve no purpose whatsoever. Trunk ports have not been the subject of the arbitration process or the Bona Fide Request process and are not required elements of the checklist.
25. AT&T claims that BellSouth is not providing or offering nondiscriminatory access to customized routing. (Affidavit of James Tamplin on behalf of AT&T, paragraph 47.) In my original affidavit at paragraph 55, I discussed this topic. As yet, no CLEC in Louisiana has requested that BellSouth provide it with customized routing; BellSouth, however, has finalized work

in Georgia to provide AT&T with customized routing using the Line Class Code method. Despite BellSouth's completing all required work, AT&T has yet to begin using the customized routing it requested.

26. AT&T is free to associate any class of service it provides with any of the line class codes it acquires from BellSouth. BellSouth simply requires that AT&T provide that information as part of the Local Service Request (LSR) process. To date, AT&T has not provided such information. Thus, customized routing is available to AT&T; however, AT&T simply refuses to use the capability it requested and which BellSouth provided.
27. AT&T claims that BellSouth is not capable of converting more than 100 existing AT&T resale customers to customized routing per business day. (AT&T Comments at page 30.) AT&T's comments apparently refer to an earlier offer by BellSouth to manually convert AT&T's resale customers. AT&T did not agree to use this manual method. BellSouth has since developed an electronic process for AT&T to use in converting its resale customers to customized routing, which allows BellSouth to process as many requests per business day as AT&T desires.
28. AT&T claims that BellSouth is not providing customized unbranded access to its operator services and directory assistance services. (Affidavit of James Tamplin on behalf of AT&T, paragraphs 60-70.) BellSouth's selective routing capabilities, discussed above and in my original affidavit (at paragraphs 55-56), allow a CLEC to route calls from its customers to the CLEC's operator services and directory assistance platforms. Alternatively, the CLEC can route those calls to BellSouth's operator services and directory assistance platforms where the calls can be branded with the CLEC's brand or left unbranded, whichever the CLEC elects.

29. AT&T claims that BellSouth is not providing customized routing using BellSouth's Advanced Intelligent Network (AIN) capabilities. (Affidavit of James Tamplin on behalf of AT&T, paragraphs 49 and 57-59.) As explained in paragraph 56 of my prior affidavit, development work continues on this method, and it is expected that a technical trial of this method will commence during December, 1997. Until such time as this method becomes available, BellSouth provides customized routing through line class codes, as discussed above.
30. Cox claims there is no evidence that BellSouth performs error corrections in its 911 database for CLECs on a nondiscriminatory basis. Cox also claims that BellSouth does not provide CLECs with a mechanized electronic transfer system. (Cox Comments at page 12.) I addressed these issues in my prior affidavit at paragraph 62. CLEC data is included in the BellSouth 911 database. Following initial addition of CLEC entries to the 911 database, subsequent data sent by the CLEC is processed daily. Any errors found are faxed back to the CLEC with error codes (explanations of these codes are furnished in the CLEC Guide). It is the responsibility of the CLEC to correct errors and re-submit its subscriber information mechanically back to BellSouth. Also, the CLEC has a responsibility to remain in contact with the counties to determine certain information such as default ESN (Emergency Service Number) and surcharge information. Exhibit WKM-4 to my prior affidavit demonstrates BellSouth maintains the accuracy of CLEC information in the 911 database with the same accuracy and reliability that it maintains the database entries for its own customers and provides access to this database in a nondiscriminatory manner. BellSouth is not aware of any instances where it caused incorrect end user information regarding a CLEC end user customer to be sent to emergency services personnel.

Thus, despite Cox's claims to the contrary, BellSouth provides CLECs the capability of electronically sending updates to the 911 database. Further, BellSouth maintains the accuracy of CLEC information in the 911 database with the same accuracy and reliability that it maintains the database entries for its own customers.

31. MCI claims that BellSouth has not demonstrated that it can provide nondiscriminatory access to BellSouth's call related databases and associated signaling. (Affidavit of Marcel Henry on behalf of MCI, paragraph 47.) I discussed this issue in my original affidavit beginning at paragraph 81. Mr. Henry seemingly ignores the millions of queries of BellSouth's call related databases which BellSouth has successfully handled for CLECs, interexchange carriers, and other incumbent local exchange carriers. In addition, BellSouth provides CLECs access to BellSouth's signaling network either directly or through third party service providers, whichever the CLEC elects. Both modes of access to BellSouth's signaling network are available for use today by CLECs, as my affidavit made clear.
32. MCI claims that BellSouth does not make SS7 available for use with the Automatic Call Return feature. (Affidavit of Marcel Henry on behalf of MCI, paragraph 48.) Automatic Call Return does not use or require SS7 functionality to access an external database for call processing. My original affidavit at paragraph 85 discusses this at some length.
33. MCI claims that BellSouth requires CLECs to use SS7 to access BellSouth's 800 database. (Affidavit of Marcel Henry on behalf of MCI, paragraph 49.) That is not correct. BellSouth is prepared to supply three different types of access to its 800 database. The first type allows access to the BellSouth toll free number database (which I will refer to as

the "800 database") by a CLEC whose switches are not capable of supporting Signaling System 7 (SS7) protocols. I am not aware of any requests from CLECs for such access, and I would be surprised to hear of such a request given that the SS7 protocol has been used extensively for many years such that most or all modern switching systems are SS7 capable. However, should a CLEC make such a request, BellSouth would respond using the Bona Fide Request process.

34. The second type of access allows a CLEC whose switches are SS7 capable to attach those switches to BellSouth's Signal Transfer Points (STPs) and thence to the BellSouth 800 database. BellSouth offers this option in Section X of BellSouth's Statement of Generally Available Terms and Conditions (SGAT) where it is referred to as the "A-Link" option.
35. The third option is for a CLEC whose switches are SS7 capable to attach those switches to a third party's STPs. These STPs would be attached to BellSouth's STPs and thence to BellSouth's 800 database. In Section X of BellSouth's SGAT, this option is referred to as the "B-Link" option. Moreover, despite MCI's claims to the contrary, a CLEC can use Feature Group D to access BellSouth's databases.
36. MCI claims BellSouth has not shown its ability to implement permanent number portability according to schedule. (Declaration of Marcel Henry on behalf of MCI at paragraph 54.) BellSouth's plans for implementing permanent number portability were discussed in my prior affidavit beginning at paragraph 110. Contrary to Mr. Henry's claims, a detailed implementation schedule and test plan were set out in Exhibits WKM-6 and WKM-7 to my prior affidavit. Obviously, a project of this scope and complexity may require adjustments to near term schedules. BellSouth has proposed a revised schedule that calls for changing the completion